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#### **Contract Database Metadata Elements**

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Amherst Central School District And  
Amherst Office Personnel Assn

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## AGREEMENT BETWEEN

**AMHERST CENTRAL SCHOOL DISTRICT**

AND

**AMHERST OFFICE PERSONNEL ASSOCIATION**

July 1, 1997 - June 30, 2001

**RECEIVED**

OCT 20 2000

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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Example Calculations for Vacation Credit

## ***PREAMBLE***

THIS AGREEMENT, is made effective July 1, 1997, by and between AMHERST CENTRAL SCHOOL DISTRICT (herein referred to as the District) and AMHERST OFFICE PERSONNEL ASSOCIATION (herein referred to as the Association).

THIS AGREEMENT shall constitute the full and complete commitment between the District and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary consent of the parties in a written and signed amendment to this Agreement.

## **ARTICLE 1**

### ***RECOGNITION***

- 1.1 The Amherst Office Personnel Association is hereby recognized as the official negotiating agent for all office personnel regularly employed at least nineteen (19) hours per week for ten (10) or more months per year in the following classifications: Account Clerk, Account Clerk Typist, Clerk Typist, Continuing Education Administrative Aide (Schools), Junior Accountant, Payroll Clerk, Principal Clerk Typist, Senior Account Clerk, Senior Account Clerk Typist, Senior Clerk Stenographer, Senior Clerk Typist, Telephone Operator and new clerical job titles established by the District during the term of this Agreement that are competitive classifications designed by the Civil Service Department, excluding the Secretary to the Superintendent, Secretary to the Director of Administrative Services and Personnel Clerk.

## **ARTICLE 2**

### ***NO STRIKE***

- 2.1 During the term of this Agreement, the Association, its officers, agents and bargaining unit employees shall not instigate, cause, encourage, condone or engage in any strike or work stoppage, nor shall they or any of them attempt to prevent or interfere with the right of any persons to gain access lawfully to the District's buildings or property.

## **ARTICLE 3**

### ***DEFINITIONS***

- 3.1 For the awarding of fringe benefits, the following definitions will apply:
  - 3.1.1 CLASS I - A Class I employee is an employee who is regularly employed at least thirty-seven and one-half (37 1/2) hours per week and for a full twelve (12) months.
  - 3.1.2 CLASS II - A Class II employee is an employee who is regularly employed at least thirty-seven and one-half (37 1/2) hours per week and for a full ten (10) months.

- 3.1.3 CLASS III - A Class III employee is an employee who is regularly employed at least nineteen (19) hours per week but less than thirty-seven and one-half (37 1/2) hours per week and for a full twelve (12) months.
- 3.1.4 CLASS IV - A Class IV employee is an employee who is regularly employed at least nineteen (19) hours per week but less than thirty-seven and one-half (37 1/2) hours per week and for a full ten (10) months.

## ARTICLE 4

### *SALARY DEDUCTIONS/DUES CHECK-OFF*

- 4.1 The District will deduct from the salary of any employee in the unit who so authorizes individually and voluntarily in writing, the Association dues and will transmit these monies at least once each month to the designated Association officer.
- 4.2 No deduction of dues shall be made until and unless the amount of dues to be deducted and any changes thereto are certified to the Superintendent by the authorized Association officer.
- 4.3 The Association will present the signed and dated authorizations to the Superintendent. Thereupon the deductions will be made in equal installments according to present practice.
- 4.4 An authorization on file with the District shall be honored until and unless it has been revoked or amended by written notice received by the Superintendent and the Association President or in the event of termination of employment.
- 4.5 The Association shall defend and save the District harmless against any and all claims, suits, or other forms of liability that shall or may arise by reason of action taken or not taken by the District to comply with the Agreement or in reliance on a certification issued by the Association.
- 4.6 Class I, II, III and IV employees who are not members of the Association shall, commencing thirty (30) accumulated working days after employment and continuing during the term of this Agreement while employed in the bargaining unit and so long as they remain non-members of the Association, pay to the Association each pay period, a service charge as a contribution toward the cost of administration of this Agreement and the representation of such employees. The amounts of such service charge shall be equivalent to the amounts required to be paid as Association dues by those employees who become members of the Association. The District shall, following each pay period, deduct such amounts from non-members' paychecks and transmit the amounts so deducted to the Association.

In the event that the District incurs any liability for damages or any other expenses whatsoever in connection with claims or litigation over its proper implementation of the provisions of the agency shop fee deduction, the Association agrees to indemnify the District and to hold it harmless for such expense.

- 4.7 The following form of authorization is accepted:

<hr/>		
Social Security Number		
<hr/>		
Last Name	First	Middle
<hr/>		
District Name		
<hr/>		
Organization		
<hr/>		
To the Board of Education:		
<p>I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability thereof. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.</p>		
<hr/>		<hr/>
Member's Signature		Date Signed

## ARTICLE 5

### *NONDISCRIMINATION*

- 5.1 The provisions of this Agreement will be applied to all employees in the bargaining unit without regard to any employee's Association membership or participation in lawful Association activity.
- 5.2 Neither the District nor the Association will discriminate against any employee because of race, color, creed, national origin, sex, age, marital status, or disability as provided by law.

## ARTICLE 6

### *NEGOTIATIONS*

- 6.1 The District and the Association agree to enter into collective negotiations in accordance with the procedure set forth herein, in a good faith effort to reach mutual understanding and agreement regarding matters related to salaries, hours, and other terms and conditions of employment.
- 6.2 The District or designated representatives of the District will meet with representatives designated by the Association for the purpose of negotiation and reaching mutually satisfactory agreements. It is agreed that teams will not exceed four (4) members.
- 6.3 Upon request of either party for a meeting to open negotiations for a new agreement, a mutually acceptable meeting date shall be set within thirty (30) days following such request.
- 6.4 Both parties agree to conduct negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, such additional meetings shall be held as the parties may require to reach an understanding. Meetings shall be held at a time other than the regular working day, except by mutual agreement.
- 6.5 Either party may request the New York State Public Employment Relations Board to assist the parties to reach agreement.
- 6.6 When the parties agree that negotiations have been concluded, the proposed agreement shall be submitted to the Association membership and the Board of Education for approval. Individually agreed-upon negotiated items will not become effective until a complete agreement of the respective negotiating teams has been adopted and ratified by the Board and Association, except by mutual agreement of the District and the Association.
- 6.7 Immediately following ratification of the proposed agreement, the Association will notify the Board of Education, in writing, of its acceptance; the Board, likewise, will notify the Association, in writing, of its official action.
- 6.8 The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the District.
- 6.9 If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 6.10 The District will furnish copies of the contract to all bargaining unit employees, including newly-hired employees, and provide the Association with thirty-five (35) copies of the Agreement as soon as possible after its execution. The District will prepare the contract at its expense.



## ARTICLE 7

### *GRIEVANCE PROCEDURE*

- 7.1 It is the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, and to assure equitable and proper treatment of employees pursuant to the terms of this Grievance Procedure.
- 7.2 The District and the Association agree to facilitate any investigation which may be required.
- 7.3 The resolution of a grievance at the lowest procedural step will be encouraged.
- 7.4 An employee, having filed a grievance, shall have the right to be represented at any step of this procedure by a representative of the Association.
- 7.5 Confidential information exchanged during grievance meetings will be treated accordingly.
- 7.6 A group of employees having a common grievance may present such grievance as a group, or the Association may present it on behalf of the group provided two or more of the employees affected also sign the grievance form.
- 7.7 **Definitions:**
  - 7.7.1 A "grievance" shall mean a claim by any employee or group of employees of a violation, misinterpretation, or misapplication of any of the provisions of this contract.
  - 7.7.2 "Days" shall mean consecutive calendar days, excluding holidays, Saturdays and Sundays.
- 7.8 Failure at any step of the grievance procedure to communicate a decision to the aggrieved party and the Association representative within the specified time limit shall permit the lodging of an appeal at the next step of this procedure within the time limit which would have been allocated had the decision been communicated by the final day. Representatives of the District and the aggrieved party (or the Association) shall have the right to agree to a reasonable extension of time limits provided herein, but such agreement must be in writing.
- 7.9 **Informal Stage:** Prior to a formal filing of a grievance, the grievant has the right and obligation to meet personally with the appropriate immediate supervisor in an effort to resolve the dispute. An Association representative may attend. If the subject of the grievance is such that it appears to cross buildings or is District-wide, the grievance shall be discussed with the Superintendent, or his designee.
- 7.10 To be considered under this Grievance Procedure, all written grievances must be filed within five (5) days after the informal stage conference with the immediate supervisor. No written grievance shall be filed more than thirty (30) days after the grievant knew or should have known of the actual incident being grieved.

- 7.11 **Step 1:** The grievant must present a written statement of the grievance to their immediate supervisor and the Association. Such statement shall set forth the nature of the grievance and the provisions, if any, of the collective bargaining agreement which the grievant alleges may have been violated, misinterpreted, or misapplied. The immediate supervisor shall attempt to resolve the grievance. If the immediate supervisor does not have the authority to resolve the grievance, the supervisor may consult with those having such authority. The grievant shall receive a written answer from the immediate supervisor within five (5) days after the presentation of the written grievance.
- 7.12 **Step 2:** If the grievance is not resolved satisfactorily at the STEP 1 procedure within no more than five (5) days after the receipt of the STEP 1 answer, the employee may submit the grievance, in writing to the Superintendent. Within ten (10) days after the receipt of the written grievance, the Superintendent will meet with the grievant and/or the Association representative in an effort to resolve the grievance. Within five (5) days after the meeting, the Superintendent will issue a decision on the grievance, in writing, to the aggrieved party and the Association representative.
- 7.13 **Arbitration:**
- 7.13.1 If the grievance involves violation, misinterpretation or misapplication of an express provision of this Agreement, and it is not satisfactorily settled within fifteen (15) days after receipt of the Superintendent's decision, the Association shall have the right to submit the grievance to binding arbitration. If a written demand for arbitration is presented, a request for a panel of arbitrators shall be filed with the American Arbitration Association (AAA) within no more than thirty (30) days after receipt of the Superintendent's decision. In that event, the parties shall be bound by the rules and procedures of the AAA.
- 7.13.2 Arbitrators shall have no power or authority to render an award which is explicitly or implied contrary to, inconsistent with, or which adds to, detracts from, or modifies any express term of this Agreement. The award of the arbitrator shall be final and binding on the District, the Association, and all parties in interest.
- 7.13.3 The costs of the arbitrator's services including his per diem expenses and his actual and necessary travel and subsistence expenses will be shared equally by the District and the Association.

## **ARTICLE 8**

### ***LEAVES OF ABSENCE***

- 8.1 **Reinstatement of Service.** If a permanent employee with over five years of service with the District resigns or retires from his/her position, and is re-hired and resumes work in the District within 6 months of their resignation or retirement date, they shall be given credit for their prior years of service with the District. The years of service prior to their departure will be counted when determining longevity, vacation, and seniority with the District. The employee's length of service with the District will be treated as though it was continuous and uninterrupted (although no service credit will be earned for the unpaid days between the initial departure and return to work date with the District). This article is retroactive to July 1, 1995.

- 8.2 **Absences.** It shall be the responsibility of an office employee to notify their immediate supervisor as soon as possible of their unavailability for work. Further, they shall be responsible for notifying their immediate supervisor of the continued absence or prospective return to duty. The immediate supervisor should establish a generally agreed upon time in which such notification should be given.
- 8.3 **Court Leave.** If a summons for jury service, or a subpoena as a witness in a court action in which they are not a party prevents an employee from working their scheduled hours, that employee shall be entitled to leave without loss of pay or use of leave days.
- 8.4 **Health Leave.** Class I and Class III employees will be granted paid health leave at a rate of 1.2 health days per month of annual assignment. Said fourteen (14) day allotment and any accumulated health leave will be available on the employee's first day of work of the employee's scheduled work year. Members may accumulate health leave days to a maximum of two hundred fifteen (215) days. If an employee has reached the maximum accumulation of health days, they may donate up to a maximum of seven (7) excess days (per year) to the Health Leave Bank. This will be done automatically unless the District is notified otherwise by the contributing employee.

Annual and accumulated health leave will be charged for absences due to personal illness of the employee and/or immediate family. The term "immediate family" shall mean: the employee's father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, step-parent, step-child, grandchild, or anyone permanently residing in the same household.

- 8.4.1 Class II and Class IV employees will be granted paid health leave at the rate of 1.2 health days per month of annual assignment. Said twelve (12) day allotment and any accumulated health leave will be available on the employee's first day of work of the employee's scheduled work year. Such leave shall be accumulated to a maximum of two hundred fifteen (215) days. If an employee has reached the maximum accumulation of health days, they may donate up to a maximum of seven (7) excess days (per year) to the Health Leave Bank.
- 8.4.2 After an absence of five (5) or more consecutive days, an employee may be required to furnish a statement from a physician to the effect that the illness or disability prevented the employee from performing their duties. In such a case, the employee may use the services of a District-designated physician at District expense.
- 8.4.3 **Extended Health Leave.** Employees will be entitled to extended health leave for extended (20 days or more) absence days from work due to disabling illness or injury or recurrence of disabling illness or injury, as verified by a physician.
- 8.4.3.1 **Bank.** Whenever the number of days in the bank is drawn down below fifty (50) days, every clerical employee eligible to use the bank will be assessed one (1) health leave day and the District will contribute an equal number of days to the bank. Clerical employees who received more than the lifetime benefit, defined in section 8.4.3.2, shall not be assessed. A clerical person who uses the bank shall not accumulate personal day leave as Accumulated Health Leave in the next year.

**8.4.3.2 Lifetime Benefit.** The maximum Extended Health Leave benefit to which any clerical employee may be entitled during his/her total period(s) of employment with the District is two hundred forty (240) days. Of this number, a maximum of one hundred sixty (160) shall be at full pay and eighty (80) shall be at 75% of full pay. A probationary employee shall be allowed a cumulative maximum of ten (10) days during the term of the probationary period.

If an employee has reached the maximum lifetime benefit of extended health leave, and has a personal illness that extends beyond their accumulated health leave, he/she may make application to the Superintendent, or his designee, for an extension of paid leave. This request shall not be unreasonably denied.

**8.4.3.3 Qualifications.** Class I, II, III and IV clerical employees must accumulate ten (10) accrued health leave days to become eligible for participation in the bank. Before any days are payable from the bank, the employee must have exhausted all of the employee's annual and accrued health leave. Extended leave will not be granted beyond the period of the employee's term of employment.

**8.4.3.4 Application.** An employee will submit a written request to the Director of Administrative Services for Extended Health Leave within ten (10) days after the exhaustion of accrued leaves defined in 8.4.3.3.

**8.5 Illness of Long Duration.** An employee whose personal illness extends beyond their accumulated health leave shall be granted a leave of absence without pay for such time as is necessary for complete recovery from illness, not to exceed one (1) year. During this period, the District will continue payment of existing insurance plans for the benefit of the employee.

**8.5.1** An employee returning to duty after such leave must present a statement from their physician certifying to their fitness to resume their duties. The District may also require the employee to submit to an examination by a physician designed by the District, at the expense of the District.

**8.6 Leave for Death in the Immediate Family.** In the event of a death in the immediate family of any employee, absence from work with pay shall be granted for a period not to exceed four (4) work days per occurrence. The District may require that proof of death be furnished.

**8.7 Personal Leave.** Employees shall be granted three (3) days leave per year, cumulative to five (5), without loss of pay or deduction from health leave. Personal business is defined as any essential business that cannot be conducted before or after the employee's working hours, or weekends, or during vacation periods, or as an emergency over which the employee has no control that requires the employee's immediate attention, and includes death other than in immediate family, legal or government business, paternity, or other reasons of a similar nature accepted at the discretion of the immediate supervisor.

If an employee requests two, or more, consecutive personal days, a reason is to be given to their immediate supervisor.

- 8.7.1 Notification of such leave, except for emergency, shall be given by the employee to the employee's immediate supervisor a minimum of forty-eight (48) hours in advance of the leave day and must have prior approval of the immediate supervisor. When requesting personal leave, except for the day before or after a vacation, the employee need only give "Personal" as the reason for absence.
- 8.7.2 After accumulating five (5) days, all unused personal leave days at the end of the year in excess of five (5) shall not be lost but shall be added to the employee's accumulated health leave, not to exceed the maximum accumulation of 215 health leave days provided in Article 8.4.
- 8.8 **Child Care Leave.** Child care leave without pay shall be granted for up to one (1) year. To be reinstated, the employee shall notify their immediate supervisor and the Personnel Office of their intention to return to active service not less than three (3) months before the time when they wish to return. Timely requests for alternate return dates shall not be unreasonably denied. Failure to return to service at the end of one (1) year shall constitute an automatic resignation.
- 8.9 **Adoption Leave of Absence.** If an employee legally adopts a child under the age of 18, they may use their health and personal days for a period not to exceed eight (8) weeks. This adoption leave may be utilized in preparation for the adoption, or for use after the child's placement (either pre or post adoption). Employees are requested to provide their immediate supervisor with as much information as possible concerning their intended leave.
- 8.10 **Association Leave.** Leave with pay shall be granted to Association representatives for the purpose of attending to unit business. Such leave shall be in addition to any other leave with pay. A maximum of six (6) work-days per year will be granted for this purpose. The Association President shall give at least two (2) weeks written notice of the date of the leave and the name of the representatives, when practicable.
- 8.11 **Other Leaves of Absence.** An employee's request for a leave of absence without pay not otherwise provided for in this Agreement shall be given consideration by the District.
- During this period, the District shall continue payment of existing insurance coverage, for the benefit of the employee, providing the employee is not eligible for coverage from another source.

## ARTICLE 9

### WAGES AND HOURS

#### 9.1 Workweek, Workday

- 9.1.1 The scheduled workweek for Class I and Class II employees shall be five (5) days of seven and one-half (7 1/2) hours except as otherwise provided by mutual agreement between the Association and the District.
- 9.1.2 During the following days, the daily work schedule will be seven (7) hours and salary for such days will be as for a regular seven and one-half (7 1/2) hour day:
- a. Summer Recess.
  - b. Days on the school calendar when neither the students nor teachers have been scheduled to be present such as for recess periods.
  - c. Teacher conference day(s).
  - d. A maximum of two (2) days on the school calendar when students are not to be in attendance but teachers are scheduled to be. Teacher orientation day in September and Regents Rating Day in June (currently the first and last days of the school year) shall be excluded from this seven hour provision and shall be seven and one-half (7 1/2) hour workdays.

Members will have the opportunity to schedule a differentiated work day/work week with the approval of their immediate supervisor.

- 9.1.3 On snow days, or any other day designated by the Superintendent or his designee as an emergency day, all bargaining unit personnel will receive their full pay for the day. Bargaining unit personnel who are called in to work by their supervisor on such a day will be paid for the day plus shall be granted the number of hours worked as time off with pay as provided under Article 9.5.3.
- 9.1.4 During the school day, when a school closes as a result of inclement weather or other emergency, employees in that school will not be required to remain at work after the dismissal of instructional personnel, but when work is performed, compensation shall be granted under Article 9.5.3.
- 9.1.5 The workweek for all office personnel begins at 12:01 a.m. Sunday and ends at midnight on Saturday of each week.
- 9.2 **Salaries For New Jobs.** Salaries for any new bargaining unit job title established by the District during the term of this Agreement will be negotiated with the Association.
- 9.3 **Salary Schedules - General.** The salary schedule will be increased by the following percentages for the four (4) years of the Agreement effective July 1, 1997:

1997-1998	1.00% + \$650
1998-1999	3.25% + \$550
1999-2000	3.25% + \$300
2000-2001	3.25%

- 9.3.1 The annual salary set forth in the attached schedule shall be effective on the dates set forth in Appendix A and apply to all employees covered by this Agreement who are Class I employees.
- 9.3.2 For all classes, the hourly rate is calculated for other than the normal work day by dividing the annual salary at the appropriate step of the salary schedule in Appendix A by 1950 hours.
- 9.3.3 To compute an annual salary for Class II, III, or IV employees, the hourly rate will be multiplied by the number of scheduled work-hours per day times the number of scheduled days per year plus paid holidays (see Article 9.7).
- 9.3.4 Annual salaries shall be paid in bi-weekly payments. Standard deductions from salary payments will be made in accordance with state and federal laws, this Agreement, and as otherwise determined by mutual agreement.
- 9.3.5 An employee may be held on a step under unusual circumstances. Initiation of such an action will be made by the employee's immediate supervisor. Holding an employee on step will be based on the following guidelines: (1) consistent failure to observe established school rules, and (2) unsatisfactory performance of assigned responsibilities. The employee shall be notified in writing by January 15 of the intention to hold the employee on step. Such notice shall specify the deficiencies which are the basis of the intended action with suggestions for improvement. If the employee corrects such deficiencies prior to the scheduled effective date of advancement to the next step of the schedule, the increment shall become effective on the scheduled date.
- 9.3.6 Longevity Increment. A longevity increment of \$400 is offered beginning the tenth year of service to the District. The increment is based on ten (10) years of continuous, uninterrupted service. If an employee's anniversary date occurs no later than December 31, the increment is paid in the current fiscal year as a portion of the bi-weekly pay. Every five (5) years thereafter to the thirtieth year the increment is increased by \$400.

In addition, there is a restricted increment (9H) for employees who are beyond the conventional Step 9.

District Service by December 31	Increment
Beginning 10th year of service by December 31 of the fiscal year	\$400
Beginning 15th year of service by December 31 of the fiscal year	\$400
Beginning 20th year of service by December 31 of the fiscal year	\$400
Beginning 25th year of service by December 31 of the fiscal year	\$400
Beginning 30th year of service by December 31 of the fiscal year	\$400

These restricted increments, when granted, shall be paid from July 1 of the fiscal year in which the employee qualifies, as per above schedule.

- 9.3.7 If the coordination of Teacher Substitutes (the District Sub-Service) is performed by AOPA members outside of their regular duties, the yearly stipend will be increased by the same percentage as the general salary schedule (for this contract - 1.00%, 3.25%, 3.25%, 3.25%).

**9.4 Placement on Salary Schedule.**

- 9.4.1 Following the employee's initial salary placement, an employee shall be advanced a minimum of one (1) step on the schedule in the employee's classification provided the employee was first employed prior to January 1 of the year prior to the date of advancement on July 1.
- 9.4.2 When an employee is promoted from one job title (Civil Service) to another, the employee will move to the appropriate salary schedule and be placed on no less than the same step of the former job title. Promotion in a classification as designated in Article 3.1 shall not result in a change in step placement, but only a change in time employed.

**9.5 Overtime**

- 9.5.1 **If pre-approved by an employee's supervisor**, the District will pay for hours worked over thirty-seven and one-half (37.5) hours in any one calendar week. With prior approval, the District will pay for hours worked over forty (40) hours in any one calendar week at the rate of time and one-half the employee's hourly rate. "Hours worked" shall mean any hour for which the employee was paid at his/her regular weekly rate.
- 9.5.2 An employee called back after the completion of their regular workday will be provided no less than two (2) hours of work, or at the District's discretion, two hours' pay in lieu thereof.
- 9.5.3 When emergency or continuous service requires that an employee work on one of the holidays listed or on snow or emergency days under Article 9.1.3 or Article 9.1.4, and such work is authorized by the immediate supervisor, the employee may be granted equivalent time off with pay. Equivalent time off shall be granted as the work of the department will permit. If mutually-satisfactory arrangements cannot be made between the supervisor and the employee, the hours worked on such days shall be compensated at the employee's regular hourly rate, in addition to the day's pay.
- 9.5.4 An employee's regular schedule of hours shall not be adjusted to avoid the payment of overtime compensation.

**9.6 Vacation.**

- 9.6.1 Each Class I and Class III employee shall be entitled to the number of working days of paid vacation shown below opposite the employee's years of full-time continuous District service as of July 1 of the fiscal year during which the vacation will be taken.

**District Service as of July 1**

**Number of Working Days Vacation**

Less than one year  
One year, but less than five years  
Five years, but less than ten years  
Ten years, but less than twenty-five  
Twenty-five years and over

5/6 working day for each month worked  
10 working days  
15 working days  
20 working days  
25 working days



**NOTE:** Vacation days for new employees are earned/accumulated on a month-to-month basis and may be used on that basis with approval of the Superintendent or his designee.

- 9.6.2 If a holiday falls when an employee is on vacation, that day shall be treated as a paid holiday and not charged against the employee's vacation entitlement.
- 9.6.3 An employee may carry over unused vacation days from one fiscal year to another but their total accumulated vacation entitlement (i.e. the days carried over from the prior fiscal year plus their entitlement from the current fiscal year) must not be greater than thirty (30) days or the total arrived at by adding ten (10) days to the employee's entitlement from the current fiscal year, whichever is less.

Each unused vacation day beyond that limit is forfeited. When an employee is terminated, the employee (or if the employee has died, their estate) shall be paid for the unused accumulated vacation entitlement as of the day of termination.

**Example:**

Employee earns 10 days vacation	Maximum carry-over is 10 days (total 20)
Employee earns 15 days	Maximum carry-over is 10 days (total 25)
Employee earns 20 days	Maximum carry-over is 10 days (total 30)
Employee earns 25 days	Maximum carry-over is 5 days (total 30)

- 9.6.4 For each day that employees are on vacation, they shall be paid at their regular rate for each regularly-scheduled day that they would have worked had they not been on vacation.
- 9.6.5 Vacation days will be taken at times mutually agreed upon between the employee and their immediate supervisor. Reasonable requests for vacation scheduling and the use thereof shall not be denied arbitrarily.
- 9.6.6 Credit shall be given toward vacation entitlement at a rate of .833 per years of continuous service to the next whole year as of July 1 of the fiscal year during which the vacation will be taken. This is applicable to 10-month employees who become 12-month employees and is effective at the date of appointment, prorated for that year. (Example in APPENDIX B)

9.7 **Paid Holidays.** The schedule of such holidays shall be provided by the District and the Association no later than July 1 of each contract year.

9.7.1 Fourteen (14) holidays, or days observed as such, shall be guaranteed for Class I employees each school year as follows.

Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Good Friday  
Memorial Day

Total 14

9.7.2 Twelve (12) holidays or days observed as such, shall be guaranteed for Class II, III, and IV employees each school year as follows.

Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Good Friday  
Memorial Day

Total 12

9.7.3 Class II, III, or IV employees whose annual work assignment continues through Independence Day or begins prior to Labor Day shall be paid for the holiday.

9.7.4 If one of the designated holidays, except those noted below, occurs on Saturday or Sunday, it will be celebrated on the previous Friday or the following Monday, the day is to be designated by the District.

If Christmas Eve Day, Christmas Day, New Year's Eve Day, or New Year's Day occur on a Saturday or Sunday, they will be celebrated on two (2) weekdays, such days to be designated by the District.

- 9.7.5 **Recess Days.** Each Class I and Class III employee shall be entitled to two (2) recess days during the winter recess break without the loss of pay. These days will be determined by the district each year after the school calendar is approved. There will be no payment made for additional hours worked beyond the scheduled work week for the two week pay period prior and the two week pay period following the winter recess, unless pre-approved by the Superintendent or his designee.

## **ARTICLE 10**

### **INSURANCE**

#### **10.1 Flex Plan**

It is agreed that employee payroll deductions for the employees portion of health insurance premiums will automatically be processed under the "health insurance premium" section of the FLEX plan. As such, all premiums paid will be tax-free (exempt from federal, state, FICA, and Medicare) as permitted by Section 125 of the Internal Revenue Code. Additional money may be voluntarily contributed to the FLEX Medical Reimbursement Account and/or FLEX Dependent Care Account each year during the open enrollment period (to be effective September 1st of each year).

#### **10.2 Group Health Plan**

- 10.2.1 The District shall pay 90% of the full premium to obtain and maintain in effect the group health insurance for Classes I through IV:

Effective September 1, 1997, the **District's self-insured Traditional Health Plan** (equivalent to Blue Cross/Blue Shield's Standard 42/43 Hospital, Select 60/61 Medical/Surgical Plan) with the following riders:

- Dependents to age 23
- In-patient Treatment of Alcoholism and Substance Abuse
- Hospital & Medical waiver of waiting
- Out-of-Area Medical & Hospital Benefit
- Outpatient emergency care
- Psychiatric Care
- Chiropractic Coverage (max. of \$750/yr.)

(Until September 1, 1997, coverage will be through Blue Cross/Blue Shield of Western New York as described above).

- 10.2.2 The District shall pay 90% of the premium required to obtain and maintain in effect Major Medical coverage for all classes of employees with the District's self-insured traditional health plan (as listed under 10.2.1) coverage covered by this Agreement. This coverage will be the \$100.00 deductible, unlimited, District plan.

10.2.3 Health Maintenance Organization (HMO) coverage will be made available to all eligible part-time and full-time employees. The District will contribute 90% toward the HMO premium. The employee will be responsible for payment of any premium in excess of this amount.

10.2.3.1 In addition to the premium HMO coverage offered above, effective September 1, 1997, the District will make available the Independent Health Silver Plan (an HMO plan with less benefits and higher co-payment). For employees who voluntarily enroll in the Independent Health Silver Plan, the District will contribute a monthly premium equivalent to 90% of the Independent Health Gold Plan (or 100% of the current monthly premiums of the Silver Plan, whichever is less).

10.3 Active employees not enrolled in the group health insurance offered by the District will receive a \$1,000 cash payment each year that they do not carry insurance through the District. This money will be paid quarterly through payroll (in 4 equal payments) and will be pro-rated for anyone needing to add/drop insurances during the year. Payments made in lieu of accepting fringe benefits (i.e. waiver of health insurance) are not currently reportable to the NYS Employees Retirement System and are excluded from retirement calculations. It is agreed that this cash payment for insurance is contingent upon two (2) employees currently carrying group health insurance through the District cancel their coverage by September 1, 1997.

#### 10.4 Group Dental Insurance

10.4.1 The parties will mutually agree on a dental coverage plan with individual and family coverage. This coverage will be administered by NOVA Healthcare unless mutually agreed to change. The District will contribute 90% toward the Dental premium. The employee will be responsible for payment of any premium in excess of this amount.

Additional information - please note below the benefit changes to type A & B services effective September 1, 1997:

Type A & B services -	100% of routine & customary charges for Preferred Providers, 80% for out of network providers.
Type C services -	50% of routine & customary charges (up to a maximum reimbursement of \$1500/person per calendar year)

## 10.5 Group Vision Insurance

- 10.5.1 The parties will mutually agree on a vision care insurance plan, with individual and family coverage. This coverage will be administered by NOVA Healthcare unless mutually agreed to change. The District will contribute 90% toward the vision premium. The employee will be responsible for payment of any premium in excess of this amount.

Please note below the benefit changes towards reimbursements effective September 1, 1997:

<u>Benefit</u>	<u>Maximum Reimbursement</u>
Eye Exam only	\$50
Exam w/lenses & frames:	
Single vision	\$90 (Total with exam & lenses/frames)
Bi-focal	\$120 (Total with exam & lenses/frames)
Trifocals, contacts, blended etc.	\$170 (Total with exam & lenses/frames)

## 10.6 Group Life Insurance

- 10.6.1 All eligible employees will be covered by group life insurance in the amount of \$20,000 fully paid by the District.

- 10.7 **Enrollment** - All employees desiring medical coverage must file a certificate provided by the Payroll Department listing all group health insurance by which the employee is covered, and including the type of coverage, name of carrier and, if applicable, the name of the employer who sponsors or supplies such group health insurance.

- 10.7.1 An employee shall not be entitled to enroll or be covered by the benefits of the group health insurances if the employee is otherwise covered by hospitalization/medical/dental/vision, or any comparable group health insurance plan, whether as the insured or a dependent of the insured. The term "covered" shall mean that the employee is considered by the insuring agent to be eligible for health insurance benefits as provided in its plan.

- 10.7.2 No employee shall be entitled to cover a dependent or spouse by the District's health plans if said dependent or spouse is otherwise enrolled in a comparable group health insurance plan.

- 10.7.3 It is a condition of this Agreement to require personal reimbursement to the District for any hospitalization/medical/dental/vision insurance premium payment resulting in duplicate health/dental/vision coverage as a result of misrepresentation of the facts stated in Article 10.7.

- 10.7.4 A mid-year change affecting status of hospitalization/medical/dental/vision insurance available through a spouse's employer group must be reported immediately. Such would likely result from a change of jobs or improved benefits occurring on a schedule not concurrent with the District coverage.

- 10.7.5 The contract year for hospitalization/medical/dental/vision coverage shall be as follows:

Hospital/Medical - September 1 through August 31  
Dental/Vision - September 1 through August 31

- 10.8 **COBRA.** An employee who is terminated or reduced in employment status is eligible for continued insurance coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA). The premium rate shall be at the same level as provided at the time of the change in status, for a period of six (6) months. The employee may continue coverage after the six (6) month period at a cost of 100% of the premium, for the remainder of the eligible period with advance payment as determined by the District.

## ARTICLE 11

### *RETIREMENT*

#### 11.1 **New York State Employees' Retirement**

Retirement provisions are largely a matter covered by law and New York State Employees' Retirement System Regulations. All employees, even if not required to join the Retirement System, have the option of choosing to join the New York State Employees' Retirement System.

- 11.1.1 Eligible employees shall be enrolled in Section 41-j of the New York State Employees' Retirement System, allowing for conversion of accumulated health leave toward service credit for retirement.

- 11.1.2 Tier I and Tier II members are enrolled in plan 75-I.

- 11.2 **Group Health Benefits.** All of the contractual group health benefits in effect on the date of retirement which are offered to employees who are members of the bargaining unit and are eligible for health benefits, shall be offered to retired employees no longer members of the bargaining unit who retire from the District's employment after July 1, 1997, and before June 30, 2001, pursuant to the provision of this Agreement.

The District shall pay the portion of the premiums for those contractual health benefits for the retiree at the same level as were in effect during the period that the retirement became effective and the District portion shall not change in years subsequent to the retirement date.

- 11.2.1 Qualifications for the program shall be:

- a. The benefit will be provided while the employee is between 55 and 65.
- b. The retiree must have completed at least fifteen (15) years of service to the District prior to retirement.

- 11.3 **Retirement Award.** Eligible retiring employees will receive \$30 per unused accumulated health leave day to a maximum of one hundred fifty (150) days at the time of retirement.

## MEMORANDUM OF UNDERSTANDING

The AMHERST CENTRAL SCHOOL DISTRICT ("District") and the AMHERST OFFICE PERSONNEL ASSOCIATION ("Association") hereby agree as follows:

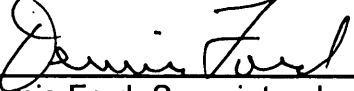
In order to reflect their joint intention, the District and the Association agree to amend Article 11 of the Agreement between them, dated July 1, 1997 through June 30, 2001, as follows:

### *11.2.2. Retirees Who Elect No Medical Coverage*

*An employee who is eligible for a retirement award under Article 11 of this Agreement shall have the option of One Thousand Dollars (\$1000.00), in lieu of one year of group health benefits under Article 11.2, for each year, prior to Medicare eligibility, during which he/she does not avail himself/herself of the health benefit provisions of this Agreement. Such an award will be paid annually for a period not to exceed ten years. Such a decision shall be made annually during the open enrollment period.*

Dated: April 12, 2000

AMHERST CENTRAL SCHOOL DISTRICT

  
By Dennis Ford, Superintendent

AMHERST OFFICE PERSONNEL ASSOCIATION

  
By Ruth Sommer, President

## ARTICLE 12

### *EMPLOYEE REIMBURSEMENTS*

- 12.1 The District will reimburse an employee for loss or damage to their eyeglasses or dentures, not to exceed one hundred dollars (\$100.00), given no negligence on the part of the employee, and arising directly out of the performance of their assigned duties.
- 12.2 **Mileage.** The District will reimburse an employee at the rate established by the District as per Internal Revenue Service (IRS) guidelines for use of their personal automobile on travel authorized by the District. The IRS guidelines will become effective July 1 of the calendar year to which they pertain and will remain in effect until the end of the fiscal year (June 30).
- 12.3 **Attendance at Meetings and Conferences.**
  - 12.3.1 The Superintendent or his designee may authorize the attendance of office personnel at meetings, conferences, and workshops where the professional advantages accruing to the District are recognized.
  - 12.3.2 Office personnel shall be reimbursed for registration fees, meals and mileage upon presentation of receipts for approved attendance as per 12.3.1.

## ARTICLE 13

### *ASSOCIATION ACTIVITIES*

- 13.1 The District agrees that during working hours, on its premises, for reasonable periods of time, and without loss of pay, the Association President, or designee, shall be allowed to:
  - a. Post notices
  - b. Send communications to the District or District representatives
  - c. Distribute minutes of meetings and other literature related to District-Association relations
  - d. Solicit membership during non-working time
  - e. Consult with the District concerning the enforcement of any provisions of this Agreement.
- 13.2 The names of Association members and other representatives shall be certified in writing to the District annually.
- 13.3 The President or designee shall notify their immediate supervisor whenever they wish to attend to Association business on District working time; permission shall not be denied arbitrarily by the supervisor.
- 13.4 When the need arises, the Association may request from the District permission to schedule membership meetings that may begin one (1) hour before the end of the normal work day. Permission shall not be denied arbitrarily.



## ARTICLE 14

### STAFF DEVELOPMENT

- 14.1 The District and the Association believe that there is a shared responsibility in maintaining and improving skill and performance levels of every members of the Association. One method of achieving this objective is to work cooperatively to provide an opportunity during the school year for in-service training and staff development.

- 14.1.1 **Conference Day.** After the adoption of the official District Calendar for the ensuing school year, the association will poll its membership to determine interest in the program of in-service. The scheduling of such a program must coincide with the District's second all-staff development day. The member of the Superintendent's staff responsible for administering district-wide staff development programs will be available to assist in program planning. The length of the program shall be determined by mutual agreement of the District and the Association.

Attendance at the in-service is mandatory for both 12 month and 10 month employees. However, a member may, due to unforeseen circumstances and if requested by their immediate supervisor, perform regular office duties.

- 14.1.2 **Staff Development - Improvement.** After obtaining approval from the Director of Curriculum and Staff Development and his/her immediate supervisor, the employee may attend classes/training during the normal workday. The District will pay all fees and associated costs (any required materials, workbooks, etc.). The same approval is needed to attend classes/training outside the normal workday (evenings/Saturdays) and equivalent time off shall be granted as the work of the department will permit and with the approval of his/her respective supervisor.

## ARTICLE 15

### GENERAL

- 15.1 **Accidents and Injuries.** All accidents and injuries to an employee on the job or on school business outside the confines of the school building must be reported immediately. The procedures for reporting accidents will be published and posted.
- 15.2 **Civil Service Law.** The Board recognizes that it must operate in accordance with the statutory provisions of the Civil Service Law and regulations as are promulgated by the Civil Service Commission in accordance with such statutes.
- 15.2.1 Appointment, promotion, transfer, reinstatement, probation, retirement, and other Civil Service procedures shall be pursuant to the Civil Service Law and the rules of classified Civil Service Employees approved by the New York State Civil Service Commission.

The District will, when possible, give the Association thirty (30) days' notice of the effective date of positions which are to be abolished.

15.2.2 The District will provide tenure and job protection to all employees covered by this Agreement, as presently guaranteed under the applicable sections of the New York State Civil Service Law. No member of the bargaining unit shall be discharged or otherwise disciplined except for just cause. Disputes concerning disciplinary action shall be resolved through the utilization of the grievance procedure set forth in this Agreement only and not according to the Civil Service Law Section 75. An employee is entitled to a written statement listing the charges which will be raised in the grievance procedure. No employee who holds a Civil Service appointment may be suspended without pay for more than thirty (30) days pending the hearing on the charges.

15.3 **Benefit Notice.** No later than the thirtieth (30th) day following either the execution date of the Agreement or July 1, whichever occurs later, the District will provide each bargaining unit employee with one (1) copy of a notice containing the following information: name, job title, building assignment, retirement number, salary for the coming year, step placement, years of service in the District, increments if any, accumulated health days, and vacation days.

15.4 **Vacancies.** All openings for position shall be publicized in all schools, and all qualified employees shall be given the opportunity to make application for such positions. Vacancies which arise during the Winter Recess or Spring Recess shall, when possible, remain posted for five (5) working days following the resumption of the school session. If the vacancy must be filled prior to the completion of the recess or five (5) working day period, however, such additional posting period will not be required.

Vacancies which arise during the summer session shall, when possible, remain posted for fifteen (15) days. The Association shall be given a copy of all postings.

15.5 **Personnel File**

15.5.1 Upon request, bargaining unit employees may review the contents of their personnel file and may be accompanied during the inspection by an Association representative. A District representative may choose to be present during the inspection.

15.5.2 When the inspection takes place, the employee shall sign and date a statement that the employee inspected the file.

15.5.3 No undated, unsigned materials will be placed in a personnel file. File documents shall show the date they were placed in the file.

15.5.4 Pre-employment references will not be furnished for inspection.

15.5.5 An employee will be entitled to submit, for inclusion in the file, the employee's own signed response to any material in the file. Pursuant to the grievance procedure in which the Association is successful in proving that a disciplinary written warning, reprimand, or derogatory document was erroneous, the disputed document shall be expunged from the employee's personnel record to the extent erroneous.

15.6 **Exchange of Information.** Any public records, which would be made available to the residents of the District upon request and which are relevant and material to mandatory negotiable subjects to the administration of this Agreement, will be made available to the Association President upon request.

- 15.7 **Bulletin Boards.** There will be an employee bulletin board or, at the discretion of the building principal, an area of an existing board provided for the exclusive use of the Association in each building operated by the District.

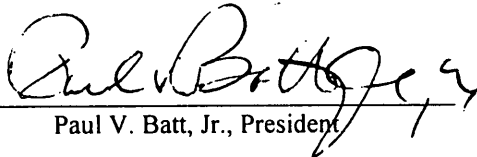
## ARTICLE 16

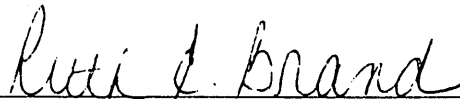
### *DURATION*

- 16.1 This Agreement shall expire June 30, 2001. If a new agreement has not been negotiated and approved by employees and the District by the expiration date above, the terms of the Agreement shall be automatically extended until a new agreement is approved by employees and the District, but such extension shall not exceed one (1) year.

*AMHERST CENTRAL SCHOOL DISTRICT*

*AMHERST OFFICE PERSONNEL ASSOCIATION*

By   
Paul V. Batt, Jr., President

By   
Ruth E. Brand, President

# APPENDIX A

## 1997-98 SALARY SCHEDULE

Base plus 1.00%  
Plus Add't \$ 650

CLERK TYPIST/TEL OP				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	19,276	650	19,926	\$ 10.22
2	20,027	650	20,677	\$ 10.60
3	20,781	650	21,431	\$ 10.99
4	21,533	650	22,183	\$ 11.38
5	22,286	650	22,936	\$ 11.76
6	23,039	650	23,689	\$ 12.15
7	23,792	650	24,442	\$ 12.53
8	24,545	650	25,195	\$ 12.92
9	25,299	650	25,949	\$ 13.31
RESTRICTED INC.				
9H	25,805	650	26,455	\$ 13.57
10	26,205	650	26,855	\$ 13.77
15	26,605	650	27,255	\$ 13.98
20	27,005	650	27,655	\$ 14.18
25	27,405	650	28,055	\$ 14.39
30	27,805	650	28,455	\$ 14.59

SR CLERK TYPIST				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	20,526	650	21,176	\$ 10.86
2	21,329	650	21,979	\$ 11.27
3	22,130	650	22,780	\$ 11.68
4	22,932	650	23,582	\$ 12.09
5	23,734	650	24,384	\$ 12.50
6	24,536	650	25,186	\$ 12.92
7	25,340	650	25,990	\$ 13.33
8	26,142	650	26,792	\$ 13.74
9	26,944	650	27,594	\$ 14.15
RESTRICTED INC.				
9H	27,483	650	28,133	\$ 14.43
10	27,883	650	28,533	\$ 14.63
15	28,283	650	28,933	\$ 14.84
20	28,683	650	29,333	\$ 15.04
25	29,083	650	29,733	\$ 15.25
30	29,483	650	30,133	\$ 15.45

SR CLERK STENO, ACCT CLERK/ TYP				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	21,394	650	22,044	\$ 11.30
2	22,231	650	22,881	\$ 11.73
3	23,064	650	23,714	\$ 12.16
4	23,902	650	24,552	\$ 12.59
5	24,737	650	25,387	\$ 13.02
6	25,573	650	26,223	\$ 13.45
7	26,409	650	27,059	\$ 13.88
8	27,246	650	27,896	\$ 14.31
9	28,082	650	28,732	\$ 14.73
+Lon	28,482	650	29,132	\$ 14.94
RESTRICTED INC.				
9H	28,644	650	29,294	\$ 15.02
10	29,044	650	29,694	\$ 15.23
15	29,444	650	30,094	\$ 15.43
20	29,844	650	30,494	\$ 15.64
25	30,244	650	30,894	\$ 15.84
30	30,644	650	31,294	\$ 16.05

P/R CLK, SR ACT CLK/TYP, PRN CLK TYP				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	23,128	650	23,778	\$ 12.19
2	24,033	650	24,683	\$ 12.66
3	24,936	650	25,586	\$ 13.12
4	25,840	650	26,490	\$ 13.58
5	26,744	650	27,394	\$ 14.05
6	27,646	650	28,296	\$ 14.51
7	28,550	650	29,200	\$ 14.97
8	29,454	650	30,104	\$ 15.44
9	30,058	650	30,708	\$ 15.75
RESTRICTED INC.				
9H	30,659	650	31,309	\$ 16.06
10	31,059	650	31,709	\$ 16.26
15	31,459	650	32,109	\$ 16.47
20	31,859	650	32,509	\$ 16.67
25	32,259	650	32,909	\$ 16.88
30	32,659	650	33,309	\$ 17.08

CE ADM AIDE, JR ACCT				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	27,504	650	28,154	\$ 14.44
2	28,337	650	28,987	\$ 14.87
3	29,169	650	29,819	\$ 15.29
4	30,001	650	30,651	\$ 15.72
5	30,833	650	31,483	\$ 16.15
6	31,666	650	32,316	\$ 16.57
7	32,498	650	33,148	\$ 17.00
8	33,330	650	33,980	\$ 17.43
9	34,162	650	34,812	\$ 17.85
RESTRICTED INC.				
9H	34,845	650	35,495	\$ 18.20
10	35,245	650	35,895	\$ 18.41
15	35,645	650	36,295	\$ 18.61
20	36,045	650	36,695	\$ 18.82
25	36,445	650	37,095	\$ 19.02
30	36,845	650	37,495	\$ 19.23

# 1998-99 SALARY SCHEDULE

97-98 Plus 3.25%  
Plus Add't \$ 550

CLERK TYPIST/TEL OP				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	19,902	550	20,452	\$ 10.49
2	20,678	550	21,228	\$ 10.89
3	21,456	550	22,006	\$ 11.29
4	22,233	550	22,783	\$ 11.68
5	23,010	550	23,560	\$ 12.08
6	23,788	550	24,338	\$ 12.48
7	24,565	550	25,115	\$ 12.88
8	25,343	550	25,893	\$ 13.28
9	26,122	550	26,672	\$ 13.68
RESTRICTED INC.				
9H	26,644	550	27,194	\$ 13.95
10	27,044	550	27,594	\$ 14.15
15	27,444	550	27,994	\$ 14.36
20	27,844	550	28,394	\$ 14.56
25	28,244	550	28,794	\$ 14.77
30	28,644	550	29,194	\$ 14.97

SR CLERK TYPIST				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	21,193	550	21,743	\$ 11.15
2	22,022	550	22,572	\$ 11.58
3	22,849	550	23,399	\$ 12.00
4	23,677	550	24,227	\$ 12.42
5	24,505	550	25,055	\$ 12.85
6	25,333	550	25,883	\$ 13.27
7	26,163	550	26,713	\$ 13.70
8	26,991	550	27,541	\$ 14.12
9	27,819	550	28,369	\$ 14.55
RESTRICTED INC.				
9H	28,376	550	28,926	\$ 14.83
10	28,776	550	29,326	\$ 15.04
15	29,176	550	29,726	\$ 15.24
20	29,576	550	30,126	\$ 15.45
25	29,976	550	30,526	\$ 15.65
30	30,376	550	30,926	\$ 15.86

SR CLERK STENO, ACCT CLERK/ TYP				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	22,089	550	22,639	\$ 11.61
2	22,954	550	23,504	\$ 12.05
3	23,814	550	24,364	\$ 12.49
4	24,678	550	25,228	\$ 12.94
5	25,541	550	26,091	\$ 13.38
6	26,404	550	26,954	\$ 13.82
7	27,268	550	27,818	\$ 14.27
8	28,131	550	28,681	\$ 14.71
9	28,995	550	29,545	\$ 15.15
RESTRICTED INC.				
9H	29,575	550	30,125	\$ 15.45
10	29,975	550	30,525	\$ 15.65
15	30,375	550	30,925	\$ 15.86
20	30,775	550	31,325	\$ 16.06
25	31,175	550	31,725	\$ 16.27
30	31,575	550	32,125	\$ 16.47

P/R CLK, SR ACT CLK/TYP, PRN CLK TYP				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	23,880	550	24,430	\$ 12.53
2	24,814	550	25,364	\$ 13.01
3	25,746	550	26,296	\$ 13.49
4	26,680	550	27,230	\$ 13.96
5	27,613	550	28,163	\$ 14.44
6	28,544	550	29,094	\$ 14.92
7	29,478	550	30,028	\$ 15.40
8	30,411	550	30,961	\$ 15.88
9	31,035	550	31,585	\$ 16.20
RESTRICTED INC.				
9H	31,656	550	32,206	\$ 16.52
10	32,056	550	32,606	\$ 16.72
15	32,456	550	33,006	\$ 16.93
20	32,856	550	33,406	\$ 17.13
25	33,256	550	33,806	\$ 17.34
30	33,656	550	34,206	\$ 17.54

CE ADM AIDE, JR ACCT				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	28,398	550	28,948	\$ 14.85
2	29,257	550	29,807	\$ 15.29
3	30,117	550	30,667	\$ 15.73
4	30,976	550	31,526	\$ 16.17
5	31,835	550	32,385	\$ 16.61
6	32,695	550	33,245	\$ 17.05
7	33,554	550	34,104	\$ 17.49
8	34,413	550	34,963	\$ 17.93
9	35,273	550	35,823	\$ 18.37
RESTRICTED INC.				
9H	35,978	550	36,528	\$ 18.73
10	36,378	550	36,928	\$ 18.94
15	36,778	550	37,328	\$ 19.14
20	37,178	550	37,728	\$ 19.35
25	37,578	550	38,128	\$ 19.55
30	37,978	550	38,528	\$ 19.76

# 1999-2000 SALARY SCHEDULE

98-99 Plus 3.25%  
Plus Add't \$ 300

CLERK TYPIST/TEL OP				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	20,549	300	20,849	\$ 10.69
2	21,350	300	21,650	\$ 11.10
3	22,153	300	22,453	\$ 11.51
4	22,956	300	23,256	\$ 11.93
5	23,758	300	24,058	\$ 12.34
6	24,561	300	24,861	\$ 12.75
7	25,363	300	25,663	\$ 13.16
8	26,166	300	26,466	\$ 13.57
9	26,971	300	27,271	\$ 13.99
RESTRICTED INC.				
9H	27,510	300	27,810	\$ 14.26
10	27,910	300	28,210	\$ 14.47
15	28,310	300	28,610	\$ 14.67
20	28,710	300	29,010	\$ 14.88
25	29,110	300	29,410	\$ 15.08
30	29,510	300	29,810	\$ 15.29

SR CLERK TYPIST				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	21,882	300	22,182	\$ 11.38
2	22,738	300	23,038	\$ 11.81
3	23,592	300	23,892	\$ 12.25
4	24,447	300	24,747	\$ 12.69
5	25,302	300	25,602	\$ 13.13
6	26,157	300	26,457	\$ 13.57
7	27,014	300	27,314	\$ 14.01
8	27,869	300	28,169	\$ 14.45
9	28,724	300	29,024	\$ 14.88
RESTRICTED INC.				
9H	29,298	300	29,598	\$ 15.18
10	29,698	300	29,998	\$ 15.38
15	30,098	300	30,398	\$ 15.59
20	30,498	300	30,798	\$ 15.79
25	30,898	300	31,198	\$ 16.00
30	31,298	300	31,598	\$ 16.20

SR CLERK STENO, ACCT CLERK/ TYP				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	22,807	300	23,107	\$ 11.85
2	23,700	300	24,000	\$ 12.31
3	24,588	300	24,888	\$ 12.76
4	25,481	300	25,781	\$ 13.22
5	26,371	300	26,671	\$ 13.68
6	27,262	300	27,562	\$ 14.13
7	28,154	300	28,454	\$ 14.59
8	29,046	300	29,346	\$ 15.05
9	29,937	300	30,237	\$ 15.51
RESTRICTED INC.				
9H	30,536	300	30,836	\$ 15.81
10	30,936	300	31,236	\$ 16.02
15	31,336	300	31,636	\$ 16.22
20	31,736	300	32,036	\$ 16.43
25	32,136	300	32,436	\$ 16.63
30	32,536	300	32,836	\$ 16.84

P/R CLK, SR ACT CLK/TYP, PRN CLK TYP				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	24,656	300	24,956	\$ 12.80
2	25,620	300	25,920	\$ 13.29
3	26,583	300	26,883	\$ 13.79
4	27,547	300	27,847	\$ 14.28
5	28,510	300	28,810	\$ 14.77
6	29,472	300	29,772	\$ 15.27
7	30,436	300	30,736	\$ 15.76
8	31,399	300	31,699	\$ 16.26
9	32,044	300	32,344	\$ 16.59
RESTRICTED INC.				
9H	32,684	300	32,984	\$ 16.91
10	33,084	300	33,384	\$ 17.12
15	33,484	300	33,784	\$ 17.33
20	33,884	300	34,184	\$ 17.53
25	34,284	300	34,584	\$ 17.74
30	34,684	300	34,984	\$ 17.94

CE ADM AIDE, JR ACCT				
STEP	SALARY	+Add't \$	EQUAL	HOURLY
1	29,321	300	29,621	\$ 15.19
2	30,208	300	30,508	\$ 15.65
3	31,096	300	31,396	\$ 16.10
4	31,983	300	32,283	\$ 16.56
5	32,870	300	33,170	\$ 17.01
6	33,757	300	34,057	\$ 17.47
7	34,644	300	34,944	\$ 17.92
8	35,532	300	35,832	\$ 18.38
9	36,419	300	36,719	\$ 18.83
RESTRICTED INC.				
9H	37,147	300	37,447	\$ 19.20
10	37,547	300	37,847	\$ 19.41
15	37,947	300	38,247	\$ 19.61
20	38,347	300	38,647	\$ 19.82
25	38,747	300	39,047	\$ 20.02
30	39,147	300	39,447	\$ 20.23

# 2000-2001 SALARY SCHEDULE

99-00 Plus 3.25%

CLERK TYPIST/TEL OP		
STEP	SALARY	HOURLY
1	21,217	\$ 10.88
2	22,044	\$ 11.30
3	22,873	\$ 11.73
4	23,702	\$ 12.15
5	24,530	\$ 12.58
6	25,359	\$ 13.00
7	26,187	\$ 13.43
8	27,017	\$ 13.85
9	27,847	\$ 14.28
RESTRICTED INC.		
9H	28,404	\$ 14.57
10	28,804	\$ 14.77
15	29,204	\$ 14.98
20	29,604	\$ 15.18
25	30,004	\$ 15.39
30	30,404	\$ 15.59

SR CLERK TYPIST		
STEP	SALARY	HOURLY
1	22,593	\$ 11.59
2	23,477	\$ 12.04
3	24,359	\$ 12.49
4	25,241	\$ 12.94
5	26,124	\$ 13.40
6	27,007	\$ 13.85
7	27,892	\$ 14.30
8	28,774	\$ 14.76
9	29,657	\$ 15.21
RESTRICTED INC.		
9H	30,250	\$ 15.51
10	30,650	\$ 15.72
15	31,050	\$ 15.92
20	31,450	\$ 16.13
25	31,850	\$ 16.33
30	32,250	\$ 16.54

SR CLK STENO, ACCT CLK/ TYP		
STEP	SALARY	HOURLY
1	23,548	\$ 12.08
2	24,470	\$ 12.55
3	25,387	\$ 13.02
4	26,309	\$ 13.49
5	27,228	\$ 13.96
6	28,148	\$ 14.43
7	29,069	\$ 14.91
8	29,989	\$ 15.38
9	30,910	\$ 15.85
RESTRICTED INC.		
9H	31,528	\$ 16.17
10	31,928	\$ 16.37
15	32,328	\$ 16.58
20	32,728	\$ 16.78
25	33,128	\$ 16.99
30	33,528	\$ 17.19

P/R CLK, SR ACT CLK/TYP, PRN CLK TYP		
STEP	SALARY	HOURLY
1	25,457	\$ 13.05
2	26,453	\$ 13.57
3	27,447	\$ 14.08
4	28,442	\$ 14.59
5	29,437	\$ 15.10
6	30,430	\$ 15.61
7	31,425	\$ 16.12
8	32,420	\$ 16.63
9	33,085	\$ 16.97
RESTRICTED INC.		
9H	33,747	\$ 17.31
10	34,147	\$ 17.51
15	34,547	\$ 17.72
20	34,947	\$ 17.92
25	35,347	\$ 18.13
30	35,747	\$ 18.33

CE ADM AIDE, JR ACCT		
STEP	SALARY	HOURLY
1	30,274	\$ 15.53
2	31,190	\$ 15.99
3	32,106	\$ 16.46
4	33,022	\$ 16.93
5	33,938	\$ 17.40
6	34,854	\$ 17.87
7	35,770	\$ 18.34
8	36,686	\$ 18.81
9	37,602	\$ 19.28
RESTRICTED INC.		
9H	38,355	\$ 19.67
10	38,755	\$ 19.87
15	39,155	\$ 20.08
20	39,555	\$ 20.28
25	39,955	\$ 20.49
30	40,355	\$ 20.69

## APPENDIX B

### *Article 9.6.6 example calculations for vacation credit*

10-MONTH SERVICE YEARS	12-MONTH YEARS @ X .833	SERVICES YEAR OF CREDIT	DAYS OF VACATION EARNED
1	.833	10 months	.833 x months worked
2	1.67	2	10
3	2.50	3	10
4	3.33	4	10
5	4.17	5	15
6	5.00	5	15
7	5.83	6	15
8	6.66	7	15
9	7.50	8	15
10	8.33	9	15
11	9.16	10	20
12	10.00	10	20
13	10.83	11	20
14	11.66	12	20
			20
			20
29	24.16	25	25
30	24.99	25	25